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Effective Date: 09/17/1992 Status: Effective

FERC Docket: RP92-221-000

**First Revised Sheet No. 8** Distrigas Corporation: First Revised Volume No. 1

First Revised Sheet No. 8 : Effective

Superseding: ORIGINAL SHEET NO. 8

SPECIAL RATE SCHEDULE

LNG AGREEMENT

THIS AGREEMENT, is made as of July 30, 1992, by and between DISTRIGAS CORPORATION, a Delaware Corporation (hereafter called "Distrigas") and DISTRIGAS OF MASSACHUSETTS CORPORATION, a Delaware Corporation (hereafter called "DOMAC").

WITNESSETH:

WHEREAS, Distrigas has a Long Term Sales Agreement with Sonatrach, the natural energy company of Algeria, dated April 13, 1976, as amended February 21, 1988 an Agreement for the Sale and Purchase of Liquefied Natural Gas with Sonatrading Amsterdam B.V., a subsidiary of Sonatrach, dated December 11, 1988, and an LNG Sale and Purchase Agreement with Nigeria LNG Limited, dated June 15, 1992, and

WHEREAS, Distrigas may in the future enter into additional contracts for the purchase and sale of LNG, and

WHEREAS, Distrigas has received authorization to import certain volumes of LNG under Section 3 of the Natural Gas Act and a certificate to sell such LNG to DOMAC under Section 7 of the Natural Gas Act from the Department of Energy and/or the Federal Energy Regulatory Commission ("FERC"), as the case may be, and

WHEREAS, DOMAC is an affiliate of Distrigas which owns and operates at Everett, Massachusetts, a marine terminal capable of receiving, terminalling, storing, vaporizing and delivering LNG ("DOMAC's Everett Terminal"); and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

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**First Revised Sheet No. 9** First Revised Sheet No. 9 : Effective  
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1. Subject to the terms hereof, Distrigas agrees to transfer to DOMAC volumes of LNG for sale to DOMAC customers.
2. For each MMBtu of LNG delivered to DOMAC by Distrigas, DOMAC shall pay Distrigas a price equal to 85% of the average unit price per MMBtu which DOMAC receives from its customers during each calendar year. Such amount shall be due and payable ten (10) business days following the unloading of an LNG tanker at DOMAC's terminal.
3. LNG transferred to DOMAC pursuant hereto shall be delivered at the unloading flange of DOMAC's Everett Terminal.
- 4.1. If either Distrigas or DOMAC is rendered unable, wholly or in part, by force majeure, to carry out its obligations hereunder, and if the party so affected gives notice in writing or by telex or telecopy to the other party within a reasonable time after the force majeure event, then the party giving notice, as long as, so far as and to the extent that its obligations are affected by such force majeure, shall be excused from its obligation to that extent. Notwithstanding the foregoing, neither Distrigas nor DOMAC shall be excused from obligations existing at the date of such notice of force majeure, including DOMAC's obligation to pay sums owing for LNG delivered and sold prior to such notice of force majeure. The cause of such inability shall insofar as possible be remedied within a reasonable time and performance resumed.
- 4.2. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning

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**First Revised Sheet No. 10** First Revised Sheet No. 10 : Effective

Superseding: ORIGINAL SHEET NO. 10

earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, planned or unplanned outages at Seller's Terminal, or the inability of Seller's system to deliver LNG, force majeure on a third party transporter transporting gas for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of gas supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise not reasonably within the control of the party claiming force majeure; such term shall likewise include:

- a. in those instances where either party is required to obtain servitudes, rights of way grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, rights of way grants, permits or licenses; and
  - b. in those instances where either party is required to secure grants or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 4.3 It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the

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demands of the opposing party when such course is  
inadvisable in the discretion of the party having  
the difficulty.

IN WITNESS WHEREOF, the parties hereto have caused this  
Agreement to be executed as of the date first above written.

DISTRIGAS CORPORATION

By: \_\_\_\_\_  
R. Gordon Shearer  
Vice President

DISTRIGAS OF MASSACHUSETTS  
CORPORATION

By: \_\_\_\_\_  
Joseph A. Teves  
President

